

LAW OFFICE OF BRANDON C. MARX

Brandon C. Marx, Esq.

PO Box 6171

Sitka, AK 99835

T: 907-747-7100

Em: marxlaw@sitkalawyer.com

assistant@sitkalawyer.com

AK Bar No. 0309039

*Attorney for Plaintiff*

LAW OFFICE OF JOHN MERRIAM

John W. Merriam, Pro Hac Vice, (Pending)

4005 20th Avenue West, Suite 110

Seattle, WA 98199

Telephone: (206) 729-5252

Fax: (206) 729-1012

Email: [john@merriam-maritimelaw.com](mailto:john@merriam-maritimelaw.com)

*Attorney for Plaintiff*

UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKA

JAMIE GILREATH-JOHNSON,

Plaintiff,

vs.

COREY POTTER, KYLE POTTER AND  
ALASKA TENDERING HIRING COMPANY,  
IN PERSONAM; THE F/V GAMBLER,  
OFFICIAL NUMBER\_\_\_\_, HER ENGINES,  
MACHINERY, APPURTENANCES AND  
CARGO, IN REM,

Defendants.

Case No.

AT LAW AND AT ADMIRALTY

**SEAMAN'S COMPLAINT IN REM AND  
IN PERSONAM FOR PERSONAL  
INJURIES, WAGES, CLAIM FOR  
MAINTENANCE AND CURE – ALL  
WITHOUT PAYMENT OF COSTS, 28  
U.S.C. § 1916**

COMES NOW the plaintiff and complains of the defendants alleging upon information  
and belief as follows:

SEAMAN'S COMPLAINT IN REM AND IN PERSONAM FOR  
PERSONAL INJURIES, WAGES, CLAIM FOR MAINTENANCE AND  
CURE – ALL WITHOUT PAYMENT OF COSTS, 28 U.S.C. § 1916 - 1  
CASE NO.

**JOHN W. MERRIAM**  
4005 20th Avenue West, Suite 110  
Seattle, Washington 98199  
T (206) 729-5252 ♦ F (206) 729-1012

1           1.       Plaintiff, Jamie Gilreath-Johnson, brings and maintains this action pursuant to 28  
2 U.S.C. § 1333; 46 U.S.C. § 2114; 46 U.S.C. §§ 30103, 30104 – the Jones Act, U.S. Const. Art.  
3 III, sec. 2, and the general maritime law.

4           2.       Plaintiff is a resident of Kodiak, Alaska. The in personam defendants have a  
5 principal place of business in Kodiak, District of Alaska.

6           3.       Plaintiff is a seaman and a ward of this Court and elects to take advantage of the  
7 provisions of 28 U.S.C. § 1916 to proceed without prepayment of costs or fees.

8           4.       Defendant herein, Alaska Tendering Hiring, LLC is a corporation existing under  
9 and by virtue of the laws of a state or states unknown to plaintiff and at all times herein  
10 mentioned was acting by and through its officers, agents, servants, employees and  
11 representatives, and has a principal place of business or is doing business in the District of  
12 Alaska.

13          5.       Defendants herein, Corey Potter and Kyle Potter, are individuals living and doing  
14 business in the District of Alaska.

15          6.       The F/V Gambler is a fishing vessel documented by the United States, official  
16 number \_\_\_\_\_. Said vessel has her home port in the District of Alaska or will be found in the  
17 District of Alaska during the pendency of this action. During all times herein mentioned said  
18 vessel was owned or bareboat chartered by the defendants and was engaged in maritime  
19 commerce.

20          7.       At all times herein mentioned, plaintiff was employed by the defendants as a  
21 member of the crew, in the service of said vessel, and was at all times acting within the course  
22 and scope of her duties as deckhand in furtherance of the mission of said vessel.  
23

1           8.       On or about July 5, 2022 while said vessel was in navigable waters, plaintiff was  
2 dragged across the deck of the F/V Gambler with her hand caught in a brailer. She suffered  
3 injuries to be proven at trial.

4           9.       Said injuries, disabilities, and damages were directly and proximately caused by  
5 the unseaworthiness of the vessel; the negligence, in whole or in part, of the defendants and their  
6 agents, servants and employees; and the failure of the defendants to provide a reasonably safe  
7 place to work, in one or more of the following respects: failure to provide a safe place to work.

8           10.      As a direct and proximate result of the foregoing, plaintiff was caused to and did  
9 incur reasonable charges for medical care and attention. Plaintiff does not know the reasonable  
10 value of said medical care and attention already rendered or to be rendered in the future and  
11 therefore, prays leave to amend this complaint to show the same.

12          11.      As a further result of the foregoing, plaintiff was rendered unable to engage in her  
13 normal and usual occupation for a period of time. Plaintiff may later be unable to engage in her  
14 normal and usual occupation and prays leave to amend this complaint to allege the full extent of  
15 said loss when the same is ascertained.

16          12.      Plaintiff demands maintenance from the defendants in a per diem amount to  
17 recuperate on land with room and board at least equal to that received on defendant's vessel,  
18 until the plaintiff reaches maximum cure or until the plaintiff is declared fit for duty, whichever  
19 last occurs. Plaintiff further demands the actual cost of cure until the plaintiff fully cured, and if  
20 never cured, plaintiff demands the cost of cure for the remainder of plaintiff's natural life.

21          13.      Maintenance and cure has been demanded and not timely paid. The failure to pay  
22 maintenance and cure has caused additional damages to the plaintiff whether or not the failure to  
23 pay was reasonable under the circumstances. Plaintiff is entitled to compensatory damages –

1 including contingent attorney fees – for the negligent failure to pay maintenance and cure.  
2 Plaintiff is entitled to reasonable attorney fees for the arbitrary and capricious failure to pay  
3 maintenance and cure. Plaintiff is entitled to punitive damages for the willful and wanton failure  
4 to pay maintenance and cure.

5 14. Plaintiff commenced her employment aboard the F/V Gambler on June 27, 2022  
6 and was promised employment through the end of the season (September 2022) and to be paid a  
7 rate of \$200 per day. She left the vessel on or about July 22, 2022 and was not paid her full  
8 wages, earned and unearned. Said wages have been demanded and denied. Plaintiff is entitled  
9 to double wages under state law and punitive damages under federal law.

10  
11 WHEREFORE, plaintiff prays judgment against the defendants as follows:

12 1. For a declaration that the plaintiff holds claim to a preferred maritime lien against  
13 the defendant vessel, her engines, machinery, appurtenances and cargo;

14 2. For arrest, condemnation and sale of the defendant vessel including her engines,  
15 machinery, appurtenances and cargo;

16 3. For general damages, including damages for loss of consortium, as are reasonable  
17 and fair;

18 4. For such special damages, including found, as may be shown by the proofs  
19 herein;

20 5. For maintenance and cure, and for consequential and punitive damages for failure  
21 to pay same;

22 6. For earned and unearned wages and double wage penalties;

23 7. For pre-judgment interest on all claims as is in the law provided;

1           8.       For costs of suit and reasonable attorney fees;

2           9.       For such other and further relief, including punitive damages, as is met and just in  
3 the circumstances.

4  
5           Dated this 17<sup>th</sup> day of February 2024.

6  
7                                   LAW OFFICE OF BRANDON C. MARX

8                                   By: /s/ Brandon C. Marx

9                                   Brandon C. Marx, Esq.

10                                  PO Box 6171

11                                  Sitka, AK 99835

12                                  T: 907-747-7100

13                                  Em: marxlaw@sitkalawyer.com

14                                  assistant@sitkalawyer.com

15                                  AK Bar No. 0309039

16                                  Attorney for Plaintiff

17                                   LAW OFFICE OF JOHN MERRIAM

18                                   By: /s/ John W. Merriam

19                                   John W. Merriam, Pro Hac Vice, (Pending)

20                                   4005 20th Avenue West, Suite 110

21                                   Seattle, WA 98199

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23                                   Fax: (206) 729-1012

                                  Email: [john@merriam-maritimelaw.com](mailto:john@merriam-maritimelaw.com)

                                  Attorney for Plaintiff

                  I am the attorney for the plaintiff in this action and have knowledge of the matters  
asserted in the above complaint based upon information provided by the plaintiff.

                  Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the allegations of the  
above complaint are true and correct to the best of my knowledge and belief.

                  DATED at Sitka, AK this \_\_\_\_ day of February, 2024.

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/s/ Brandon Marx  
Brandon Marx

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